

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 7	
2. MODIFICATION NO.: 0003		3. EFFECTIVE DATE 23 Sep 2003		4. REQUISITION/PURCHASE REQ. NO. W81W3G-3113-8489	
6. ISSUED BY CONTRACTING DIVISION 3700 N. CAPITOL ST NW 1 ST FLOOR SHERMAN BUILDING WASHINGTON, DC 20317		7. ADMINISTERED BY:		PROJECT NO. (If applicable)	
CODE		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				9A. AMENDMENT OF SOLICITATION NO. DACW31-03-R-0025	
				9B. DATED (SEE ITEM 11) 22 JUL 2003	
				10A. MODIFICATION OF CONTRACT/ ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers X is extended is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or © By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER No. ITEM 10A
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR43.103(b)
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

WHEATLEY ELEMENTARY SCHOOL, WASHINGTON, DC

- The proposal due date is hereby changed from 25 September 2003 to 09 October 2003 at 4:00PM local time.
- Delete Section 01200 reissued by Amendment 0001 in its entirety and replace with the attached revised Section 01200.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(signature of person authorized to sign)		BY (Signature of Contracting Officer)	

SECTION 01200

WARRANTY REQUIREMENT

08/01

PART 1 GENERAL

1.1 WARRANTY OF CONSTRUCTION

The Contractor shall warranty all materials and workmanship in accordance with Contract Clause (FAR 52.246-21), "WARRANTY OF CONSTRUCTION".

1.2 MANUFACTURER'S WARRANTY:

The Contractor shall provide manufacturer's warranties, when available, on all equipment for one year starting from the day of facility acceptance by the DCPS. Any warranty offered by the manufacturer for periods greater than one year or required by other sections of the specifications shall also be provided.

1.3 WARRANTY PAYMENT

Warranty work is a subsidiary portion of the contract work, and has a value to the Government of \$50,000. The Contractor will assign a value of that amount in the breakdown for progress payments mentioned in the Contract Clause (FAR 52.232-5) "Payments Under Fixed-Price Construction". If the Contractor fails to respond to warranty items as provided in paragraph CONTRACTOR'S RESPONSE TO WARRANTY SERVICE REQUIREMENTS below, the Government may elect to acquire warranty repairs through other sources and, if so, shall backcharge the Contractor for the cost of such repairs. Such backcharges shall be accomplished under the Contract Clause (FAR 52.243-4) "CHANGES" of the contract through a credit modification(s).

1.4 PERFORMANCE BOND:

The Contractor's Performance Bond will remain effective throughout the construction warranty period and warranty extensions described above. The contractor will be responsible for any differing site conditions discovered through review of the current site conditions and those depicted on the as-built drawings. The contractor shall be responsible for the correction of the current site conditions and the as-built drawings to insure an accurate depiction is presented to the follow on modernization contractor at no additional cost to the Government. In addition to the performance bond being attached to this portion of these requirements, the timeliness and coordination of this work shall be taken into account when determining the contractor's award fee.

1.4.1 Failure to Commence

In the event the Contractor or his designated representative(s) fail to commence and diligently pursue any work required under this clause, and in a manner pursuant to the requirements thereof, the Contracting Officer shall have the right to demand that said work be performed under the Performance Bond by making written notice on the surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Contracting Officer shall have the work performed by others, and after completion of the work, may demand reimbursement of any or all expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

1.5 PRE-WARRANTY CONFERENCE:

Prior to contract completion and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this specification. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be reviewed at this meeting. The Contractor shall provide names, addresses, and telephone numbers of all subcontractors, equipment suppliers, or manufacturers with specific designation of their area of responsibilities if they are to be contacted directly on warranty corrections. This point of contact will be located within the local service area

of the warranted construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. Minutes of the meeting will be prepared by the Government and signed by both, the Contractor and the Contracting Officer. The minutes shall become part of the contract file.

1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Samples

Sample Tags.

To identify the warranty for all Contractor and Government furnished equipment which the Contractor installs.

1.7 ADDITIONAL REQUIREMENTS

1.7.1 Roof Survey

The Contractor shall during the ninth (9) month of the warranty period conduct an infrared roof survey on any project involving a membrane roofing system. This survey will be conducted in accordance with ASTM C1153-90, "Standard Practice for the Location of Wet Insulation in Roofing Systems Using Infrared Imaging". Contractor shall be required to replace all damaged materials and to locate and repair sources of moisture penetration.

1.7.2 Equipment Warranty Identification Tags:

The Contractor shall provide warranty identification tags on all Contractor and Government furnished equipment which he has installed.

1.7.2.1 Format and Size for Tags

The tags shall be similar in format and size to the exhibits provided by this specification, they shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation. etc. . These tags shall have a permanent pressure-sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

1.7.2.2 Sample Tags

Sample tags shall be filled out representative of how the Contractor will complete all other tags. These tags shall be submitted to the Government.

1.7.2.3 Tags for Warranted Equipment:

The tag for this equipment shall be similar to the following. Exact format and size will be as approved.

EQUIPMENT WARRANTY	
CONTRACTOR FURNISHED EQUIPMENT	
MFG: _____	MODEL NO.: _____
SERIAL NO.: _____	CONTRACT NO.: _____
CONTRACTORS NAME: _____	
CONTRACTOR WARRANTY EXPIRES: _____	
MFG WARRANTY (IES) EXPIRE: _____	

EQUIPMENT WARRANTY	
GOVERNMENT FURNISHED EQUIPMENT	
MFG: _____	MODEL NO.: _____
SERIAL NO.: _____	CONTRACT NO.: _____
DATE EQUIPMENT PLACED IN SERVICE: _____	
MFG WARRANTY (IES) EXPIRES: _____	

1.7.2.4 Execution

The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment. All tags shall be mechanically attached to the equipment as directed by the Contracting Officer.

1.7.2.5 Equipment Warranty Tag Replacement.

The contractor shall provide new tags on repaired or replaced equipment during the warranty period. The tag shall be identical to the original tag, except that the Contractor's warranty expiration date shall be updated to show the correct warranty expiration date.

1.8 CONTRACTOR'S RESPONSE TO WARRANTY SERVICE REQUIREMENTS.

1.8.1 Notification to Warranty Service Requirements

Following oral or written notification by authorized representative of the installation designated in writing by the Contracting Officer, the Contractor shall respond to warranty service requirements in accordance with the "Warranty Service Priority List" and the three categories of priorities listed below.

1.8.1.1 Categories of Priorities

- a. First Priority Code 1: Perform on site inspection to evaluate situation, determine course of action, initiate work within 24 hours and work continuously to completion or relief.
- b. Second Priority Code 2: Perform on site inspection to evaluate situation, determine course of action, initiate work within 48 hours and work continuously to completion or relief.
- c. Third Priority Code 3: All other work to be initiated within 5 work days and work continuously to completion or relief.

1.8.1.2 Warranty Service Priority List

AIR TRAFFIC CONTROL AND AIR NAVIGATION SYSTEMS AND EQUIPMENT.

Code 1

AIR CONDITIONING SYSTEM:

Code 1:

- a. Hospital.
- b. Buildings with computer equipment.
- c. Commissary and Main PX.
- d. Clubs.
- e. Barracks, mess halls, BOQ/BEQ (entire building down).
- f. Troop medical and dental.

Code 2:

- a. Recreational support.
- b. Air conditioning leak in part of building, if causing damage.
- c. Admin buildings with ADP equipment not on priority list.

DOORS:

Code 1:

- a. Overhead doors not operational

ELECTRICAL:

Code 1:

- a. Power failure (entire area or any building operational after 1600 hours).
- b. Traffic control devices.
- c. Security lights.

Code 2:

- a. Power failure (no Power to a room or part of building),
- b. Receptacle and lights.
- c. Fire alarm systems.

GAS

Code 1

- a. Leaks and breaks.
- b. No gas to family housing unit or cantonment area.

HEAT

Code 1

- a. Hospital/Medical facilities
- b. Commissary and Main PX.
- c. Clubs.
- d. Area power failure affecting heat.

Code 2

- a. Medical storage.
- b. Barracks.

INTRUSION DETECTION SYSTEMS

Code 1

- a. Finance, PX and Commissary, and high security areas.

Code 2

- a. Systems other than those listed under Code 1.

KITCHEN EQUIPMENT

Code 1

- a. Dishwasher.
- b. All other equipment hampering preparation of a meal.

Code 2

- a. All other equipment not listed under Code 1.

PLUMBING

Code 2

- a. Flush valves.
- b. Fixture drain, supply line commode, or water pipe leaking.
- c. Commode leaking at base.

REFRIGERATION

Code 1

- a. Commissary.
- b. Mess Hall.
- c. Cold Storage.
- d. Hospital.
- e. Medical storage.

Code 2

- a. Mess hall - other than walk-in refrigerators and freezers.

ROOF LEAKS

Code 1

- a. Temporary repairs will be made where major damage to property is occurring.

Code 2

- a. Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.

SWIMMING POOLS

Code 1

- a. Chlorine leaks or broken pumps.

TANK WASH RACKS (Bird Baths)

Code 1

- a. All systems which prevent tank wash.

WATER (Exterior)

Code 1

- a. Normal operation of water pump station.

Code 2

- No water to facility.

WATER, HOT (and STEAM)

Code 1

- a. Hospitals.
- b. Mess Halls.
- c. BOQ. BEQ. barracks (entire building).
- d. Medical and dental.

Code 2

- a. No hot water in portion of building listed under Code 1 (items a through c).

SPRINKLER SYSTEM

Code 1

- a. All sprinkler systems, valves, manholes, deluge systems, and air systems to sprinkler

1.8.2 Availability of Required Parts

Should parts be required to complete the work and the parts are not immediately available the Contractor shall have a maximum of 12 hours after arrival at the job site to provide authorized representative of the installation with firm written plan for emergency alternatives and temporary repairs for Government participation with the Contractor to provide emergency relief until the required parts are available on site for the Contractor to perform permanent warranty repair. The Contractors plan shall include a firm date and time that the required parts shall be available on site to complete the permanent warranty repair.

PART 2 PRODUCTS - NOT APPLICABLE

PART 3 EXECUTION - NOT APPLICABLE

-- End of Section --